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SUSAN Y. SOONG  
CLERK, U.S. DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

8 UNITED STATES DISTRICT COURT  
9 NORTHERN DISTRICT OF CALIFORNIA

10 Ronald Charles Denison Jr., ) CASE NO: C 16-00432 WHA  
11 )  
12 Plaintiff, ) FIRST AMENDED COMPLAINT (FAC)  
13 vs. ) FOR  
14 ) VIOLATION OF 15 USC 1681 *et seq.* FCRA;  
15 CITIFINANCIAL SERVICING LLC; )  
16 DOES 1-5 )  
17 Defendants. ) DEMAND FOR TRIAL BY JURY  
18 )  
19 )

20 PRELIMINARY STATEMENT

21 1. This is an action for damages brought by Plaintiff against Defendant for  
22 violations of the Fair Credit Reporting Act (FCRA) 15 USC §1681 *et seq.* This action for  
23 damages is based on Defendants' false reporting on Plaintiff's credit reports and failures to  
24 follow reasonable procedures and failures to conduct reasonable investigations and  
25 reinvestigations with respect to such information.

26 2. Plaintiff contends that the Defendant is a Credit Furnisher and has not performed  
27 as required to do a reasonable reinvestigation.  
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4. Venue is proper pursuant to 28 U.S.C. §1391b. Venue in this District is proper in that the Plaintiff resides here, the Defendants transact business here, and the conduct complained of occurred here. All conditions precedent to the bringing of this action have been performed, waived or excused.

5. Plaintiff, Ronald Charles Denison Jr., (“DENISON”) is a natural person and is a resident of Sonoma County, California.

7. Plaintiff is ignorant of the true names and capacities of the defendants sued herein as Does 1 through 5 and, therefore, sues these defendants by such fictitious names. Plaintiff will amend this complaint to allege their true names and capacities when ascertained.

8. Plaintiff is a natural person, an individual, and is therefore a “consumer” as that term is defined by 15 U.S.C. §1681a(c).

1           9.       Defendant CITI is an entity which is an information furnisher and reports to the  
2 Credit Reporting Agencies, bringing it within the ambit of Fair Credit Reporting Act, 15 U.S.C.  
3 §1681 et seq. ("FCRA").

4           10.      On or about March 13, 2015 plaintiff obtained a copy of his credit report(s) as  
5 published by Credit Reporting Agencies (CRA) that contained information supplied by  
6 defendant(s) furnisher. This is a tri-merge report where all three CRA's are listed on one report.

7           11.      Plaintiff immediately called the credit reporting agency Experian to dispute the  
8 incorrect information furnished by Defendant regarding account number 607209183815\*\*\*\*.

9           12.      Plaintiff immediately disputed, in writing to the CRA's, the incorrect information  
10 by certified mail (Equifax 7014 1820 0001 0783 4435; Transunion 7014 1820 0001 0783 4442;  
11 Experian 7014 1820 0001 0783 4459).

12           13.      The CRA's notified Defendant CITI furnisher of the alleged inaccurate  
13 information of the dispute per 15 USC 1681i. The furnisher has a duty and obligation to, within 5  
14 days, submit the disputed information to the furnisher. The furnisher has 30 days to investigate  
15 and resubmit the information to the CRA's as correct, corrected, or to remove the information.

16           14.      Upon reviewing the tri-merge report, you can see inconsistencies between the  
17 three CRA's which information was furnished by Defendant CITI and verified each month as  
18 correct.

19           15.      **Incorrect or inconsistent information is reported differently** by all three  
20 CRA's (Experian, Equifax, and Transunion) in (a) credit reporting period, (b) condition, (c) high  
21 balance, (d) monthly payment, (e) last payment, (f) status, (g) loan term, (h) loan type, (i)  
22 Opened, (j) reported, and (k) remarks. This incorrect and inconsistent information reporting is  
23 done on one report and information is furnished and verified by Defendant CITI. (all the above  
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1 have different information between the three CRA's. Example: last payment; Transunion –no  
2 report; Equifax 07/01/2011; Experian 11/06/2014).

3 16. Defendant CITI furnished the information to all three CRA's (Equifax, Experian,  
4 and Transunion) and verified the accuracy of the information, each and every month. Defendant  
5 has a known duty and obligation to only furnish accurate information.  
6

7 17. On or about March 16, 2015 plaintiff called the defendant CITI to dispute the  
8 reported information regarding account number 607209183815\*\*\*\*, and required debt  
9 validation as provided by 15 U.S.C. §1692g.

10 18. On or about the balance of March 2015, plaintiff continued to investigate the  
11 incorrect reporting in the credit report(s) of Experian, Equifax, and Transunion as published.  
12

13 19. These report(s) contained erroneous information related to his previous account  
14 with CITI regarding account number 607209183815\*\*\*\*. Specifically the defendant reported  
15 that the plaintiff had:

- 16 (a) arrearage owing on account,
- 17 (b) original reporting balance incorrect,
- 18 (c) date of first delinquency incorrect,
- 19 (d) date of first delinquency in subsequent reports changed,
- 20 (e) allowable delinquency so it could keep reporting account delinquent,
- 21 (f) different reporting account data to the CRA's.

22 20. On or about May 4, 2015 plaintiff sent to CRA's by certified mail; (Equifax 7014  
23 1820 0000 0454 3997; Transunion 7014 1820 0000 0454 4000; Experian 7014 1820 0000 0454  
24 4017) another further dispute and reinvestigation request for defendant CITI to correct the  
25 information they were reporting to the CRA's.  
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1           21.     On or about July 12, 2015 plaintiff sent to CITI by certified mail 7014 1820  
2 0000 0454 5045; another further dispute and reinvestigation request for defendant(s) to correct  
3 the information they were reporting to the CRA's.

4           22.     Defendant CITI, the furnisher, failed to re-investigate the inaccuracies or further  
5 failed to comply with the requirements in 15 USC 1681s-2(b) (1)(A)-(E).  
6

7           23.     On or about May 21, 2015, August 19, 2015, September 17, 2015, plaintiff  
8 received written responses from defendant(s) that fail to prove the existence of the alleged debt,  
9 failing validating the reporting of the amounts, dates, or changes to the CRA reporting.

10           24.     Plaintiff has suffered significant economic harm as a result of the erroneous  
11 credit reporting and failure to verify and or validate their alleged debt although requested.  
12

13           25.     On or about December 23, 2015 Plaintiff sent to Defendant CITI by certified  
14 mail 7014 1820 0000 0454 5380; NOTICE OF INTENTION TO COMMENCE ACTION as a  
15 condition precedent to a lawsuit and for a chance for CITI to mitigate their damages and stop  
16 damaging plaintiff.  
17

18                               **FIRST CAUSE OF ACTION**  
19                               **VIOLATION OF 15 U.S.C.§1681s-2(b) OF THE FAIR CREDIT REPORTING ACT**

20           26.     All previous paragraphs are re-alleged as though fully set out herein.

21           27.     Plaintiff is a "consumer" within the meaning of the FCRA, 15 U.S.C.§1681a(c).  
22

23           28.     Defendants CITI are "credit furnishers" within the meaning of the 15  
24 U.S.C.§1681s-2. 15 USC§1681s-2(a) prohibits furnishers from reporting inaccurate or  
25 erroneous information about consumers. As such, it placed an affirmative duty on furnishers  
26 to correct and update information which they know, or reasonably should know, is  
27 inaccurate. The subsection requires furnishers to flag or otherwise provide notice to credit  
28

1 reporting agencies of any "dispute" by a consumer related to his or her credit information or  
2 history, FCRA, 15 USC§1681s-2(a)(1)-(3). Plaintiffs consumer credit report is a consumer  
3 report within the meaning of 15 U.S.C. §1681a(d).

4  
5 29. The FCRA, 15 U.S.C. 1681s-2(b) has Obligations regarding credit furnishers to  
6 investigate consumers disputes. Subsection 1681s-2(b) specifies a second set of obligations on  
7 a furnisher. These obligations are triggered once a credit reporting agency (CRA) notifies the  
8 furnisher that it has received a "notice of dispute" from the consumer pursuant to 15 U.S.C. §  
9 1681s-2(a)(2). After the disputes are received by a CRA from a consumer, it, in turn, is  
10 required under § 1681i of the FCRA to forward a consumer dispute verification (CDV)  
11 form to the furnisher, requiring it to verify the credit information and investigate its  
12 accuracy.  
13

14  
15 30. After receiving notice of such a dispute from a CRA, a furnisher has 5  
16 mandatory duties it must perform within 30 days:

- 17 a. to conduct "an investigation" with respect to the disputed information;  
18 b. to "review all relevant information" provided by the credit reporting agency;  
19 c. to "report the results of its investigation" back to the credit reporting agency;  
20 d. if the investigation finds the existing information is incomplete or inaccurate, to  
21 report back those results to each of the consumer reporting agencies to whom the  
22 furnisher originally communicated information about the consumer; and  
23 e. to "modify, . . .delete. . .or. . . permanently block" the reporting of any item of  
24 information found to be inaccurate, incomplete, or which cannot be verified as  
25 accurate after a reinvestigation. 15 U.S.C. § 1681s-2(b)(1).

26  
27 31. In §1681s-2(b) duties arise only after a furnisher receives notice of dispute  
28 from a CRA. Notice of a dispute to a furnisher by a consumer directly does *not* trigger a  
furnisher's duty to reinvestigate under §1681s-2(b). The consumer must dispute to a CRA,  
which, in turn, forwards the dispute to the furnisher. This indirect "filtering" mechanism  
must be followed by a consumer to give rise to a duty of investigation under the FCRA to  
the furnisher. A furnisher need not honor a dispute received directly from the consumer,

1 whether oral or written, under the FCRA. Such a dispute, it should be noted, does create a  
2 legal obligation under §1692g of the FDCPA which Plaintiff served upon defendant CITI.

3 32. Plaintiff notified Defendant CITI of its dispute by phone and writing, and  
4 defendant CITI also received notice from the three major credit reporting agencies  
5 Equifax, Experian and Transunion. Defendant CITI failed to correct or delete information  
6 found to be inaccurate and erroneous, and or failed to properly investigate Plaintiff's disputes.  
7

8 33. Plaintiff alleges that at all relevant times Defendant CITI failed to maintain,  
9 and failed to follow reasonable procedures to assure maximum possible accuracy of Plaintiff's  
10 credit report, concerning the account in question, number 607209183815\*\*\*\*; violating 15  
11 U.S.C. § 1681e(b). Plaintiff alleges that Defendant CITI failed to conduct a proper and  
12 lawful reinvestigation.  
13

14 34. Plaintiff was denied credit from information contained in the CRA reports. All  
15 actions taken by the Defendant CITI thru the CRA's were done with malice, were done  
16 willfully, and were done with either the desire to harm Plaintiff and/or with the knowledge  
17 that their actions would very likely harm Plaintiff and/or that their actions were taken in  
18 violation of the FCRA and state law and/or that knew or should have known that their actions  
19 were in reckless disregard of the FCRA and state law. Defendants and each of their acts  
20 constitutes multiple willful non-compliance with FCRA.  
21

22 35. Plaintiff has been significantly harmed by defendants due to erroneous  
23 reporting of the alleged debt. Due to defendant's acts, Plaintiff has suffered damages that led  
24 to multiple denials of credit. The multiple denials of credit were a direct reflection of  
25 defendants erroneous credit reporting. Plaintiff is entitled to actual damages for those  
26 creditors who denied Plaintiffs credit based on a deteriorated credit score and credit  
27  
28

1 worthiness. Defendant negligent and noncompliant acts may have been a direct violation of  
2 15 USC§1681(n) and 15 USC§1681(o) respectively.

3 36. Plaintiff first disputed the debt and required investigation March 13 2015 by  
4 phone and March 16, 2015 in writing. Plaintiff also disputed the debt to Defendant CITI on  
5 March 16, 2015. Plaintiff required a re-investigation in writing May 4, 2015. From June 10, 2015  
6 to present Defendant CITI failed their known obligation and duty to correct the information  
7 furnished to the three CRA's and have damaged Plaintiff. From July 2015 to present statutory  
8 damages of \$1000 per month per reporting agency (\$3000 per month for all three) is accruing.  
9

10 **WHEREFORE**, Plaintiffs demands judgment for damages against Defendant CITI for  
11 actual damages, punitive damages, and statutory damages of \$1000.00 per month per CRA  
12 (\$3000 per month for all three CRA's) that CITI had verified the erroneous information to the  
13 CRA's after the reinvestigation, attorney fees, and costs pursuant to 15 U.S.C.§1681(n), and 15  
14 USC§1681(o).  
15

16  
17 **DEMAND FOR TRIAL BY JURY**  
18

19 Plaintiff hereby demands a trial by jury of all issues so triable as a matter of law.

20 Dated: May 18, 2016

21 Respectfully submitted:  
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